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4 BILL NO. S-77-01-13

SPECIAL ORDINANCE NO. S-17-77

6 AN ORDINANCE approving a contract
7 with Hipskind Asphalt Corporation
8 for Resolution No. 5733-1976:
9 Oxford Impact Area Year II.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated December 27,
13 1976, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works and Hipskind Asphalt Corporation,
15 for:

16 Resolution No. 5733-1976: Oxford Impact
17 Area Year II - Improve and repair curbs,
18 sidewalks, and catch basins in an area
being bounded by the south side of McKee
St. on the north, Oliver Street on the
west, north side of Colerick Street on
the south, and Holton Avenue on the east,

19 for a total cost of \$45,795.80, all as more particularly set
20 forth in said contract which is on file in the Office of the Board
21 of Public Works and is by reference incorporated herein, made a
22 part hereof and is hereby in all things ratified, confirmed and
23 approved.

24 SECTION 2. This Ordinance shall be in full force
25 and effect from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hingw, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hingw, and duly adopted, placed on its passage.
PASSED (POST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHIMDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-25-77

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 8-17-77 on the 25th day of Jan, 1976.

ATTEST:

(SEAL)

Charles W. Westernman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock a. M., E.S.T.

Robert Elamshong
MAYOR

Bill No. S-77-01-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Hipskind Asphalt Corporation for Resolution No.
5733-1976: Oxford Impact Area Year . II

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Donald J. Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

DATE 1-25-77 CONCURRING IN
CHARLES W. WESTERMAN, CITY CLERK

PROJECT OXFORD PHASE II

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE _____ RES NO. 5732

MATERIAL _____

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	HICKING		CONTINENTAL		BETH-ELEY		L.W. DAILEY		CARRINGTON		MAY-SEYLER		BROOKS	
STREETS—	ALLEYS—	SIDEWALKS			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
QUAN	UNIT	MATERIAL			BID	BID	BID	BID	BID	BID	BID	BID	BID	BID	BID	BID	BID	
1500	SQ.YD.	CONCRETE REMOVAL	2.62	5400.00	1.40	1440.00	4.40	4775.00	2.55	3575.00	3.50	5250.00	4.20	6200.00	2.55	4225.00	4.50	6150.00
3325	SQ.FT.	4" CONC. SIDEWALK	1.32	12915.00	1.42	12300.00	1.30	12315.00	1.00	10000.00	1.40	12900.00	1.40	12900.00	1.30	12495.00	1.75	17240.00
2524	SQ.FT.	6" CONC. WINGWALK w/PAV	1.50	5280.00	1.72	5392.00	1.45	5100.00	1.75	5475.00	1.45	5814.00	1.50	5280.00	2.50	2510.00	1.90	6485.00
60	SQ.FT.	6" CONC. WALK FOR DRIVE	1.50	245.00	1.80	1020.00	1.40	854.00	1.25	525.00	1.60	970.00	1.45	554.00	2.50	1281.00	1.90	1150.00
2223	LIN.FT.	CONC. CURB TYPE III	0.72	12454.00	0.92	12228.00	5.80	11,820.40	8.25	16,013.20	8.00	16204.00	7.50	15285.00	3.40	7520.00	8.50	17323.00
2	EACH	C.B., TYPE I w/ BELL	420.00	1240.00	520.00	1800.00	450.00	1200.00	530.00	1730.00	700.00	1400.00	850.00	1700.00	1050.00	2100.00	1000.00	2000.00
1	EACH	INLET, TYPE I	300.00	1800.00	450.00	2700.00	225.00	1350.00	340.00	2040.00	400.00	2400.00	320.00	1920.00	320.00	1920.00	425.00	2550.00
2	EACH	CASTINGS, TYPE C	150.00	1350.00	175.00	1575.00	165.00	1485.00	124.50	1201.50	150.00	1350.00	212.00	1810.00	250.00	2250.00	175.00	1575.00
5	EACH	CASTINGS, TYPE A	120.00	1020.00	175.00	1475.00	165.00	1365.00	113.00	925.00	150.00	1250.00	130.00	1080.00	140.00	1120.00	120.00	1000.00
100	SQ.YD.	6" RECESSED CONC.	12.00	1200.00	1.50	150.00	16.00	1600.00	2.50	250.00	20.00	2000.00	12.00	1200.00	17.50	1750.00	16.50	1650.00
10	TON	HOT ASPHALT SURFACE (A-2)	20.00	2000.00	40.00	4000.00	44.00	4400.00	45.00	4500.00	20.00	2000.00	40.00	4000.00	43.50	4350.00	60.00	6000.00
510	LIN.FT.	SAWING	1.00	520.00	2.00	1040.00	0.50	260.00	0.75	390.00	1.00	520.00	1.00	520.00	3.00	1560.00	1.00	520.00
100	TON	BACKFILL MATERIAL	6.50	650.00	8.00	800.00	6.50	650.00	10.00	1000.00	6.00	600.00	10.00	1000.00	5.25	525.00	12.00	1200.00
1000	SQ.YD.	FINE GRADE & SEED	1.10	1100.00	1.00	1000.00	1.00	1000.00	1.10	1100.00	1.80	1800.00	1.40	1400.00	2.25	2250.00	1.50	1500.00
42	LIN.FT.	24" 12" RCP	10.00	600.00	24.00	1200.00	12.50	750.00	20.65	1239.00	10.00	600.00	21.00	1260.00	15.00	900.00	14.00	840.00
TOTAL				\$17471.10		\$15795.80		\$16434.75		\$15482.00		\$153973.60		\$154321.50		\$12131.20		\$162348.85
						-3.45%		-2.10%		+4.33%		+13.79%		+14.52%		+20.99%		+21.46%
						UNDER		UNDER		OVER		OVER		OVER		OVER		OVER

CONTRACT

This Agreement, made and entered into this 27 day of December, 1976

by and between _____

-----HIPSKIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Res. No. 5733-1976: Oxford Impact Area Year II - Improve and repair curbs,

sidewalks, and catch basins in an area being bounded by the south side of McKee St. on the north, Oliver Street on the west, north side of Colerick Street on the south, and Holton Avenue on the east-----

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5733-1976 and at the following price per lineal foot-----

at the following prices:

Concrete Removal	One dollar and twenty cents, per square yard	1.20
Sidewalk, Concrete 4"	One dollar and forty cents, per square foot	1.40
Wingwalk 6" Incl. Ramps	One dollar and seventy cents, per square foot	1.70
Sidewalk, Concrete 6", For Drives	One dollar and eighty cents, per square foot	1.80
Concrete Curb, Type III	Six dollars, per lineal foot	6.00
Catch Basin, Type I w/Bell	Five hundred dollars, each	500.00
Inlet, Type I	Four hundred fifty dollars, each	450.00
Castings, Type C	One hundred seventy-five dollars, each	175.00
Castings, Type A	One hundred seventy five dollars, each	175.00
6" Recessed Concrete	One dollar and eighty cents, per square yard	1.80
Hot Asphalt Surface 2" (A-2)	Forty dollars, per ton	40.00
Sawing	Two dollars, per lineal foot	2.00
Backfill Material Behind Curb	Eight dollars, per ton	8.00
Fine Grading and Seeding	One dollar, per square yard	1.00
CL IV 12" R.C.P.	Twenty dollars, per lineal foot	20.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

Know All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

-----FORTY FIVE THOUSAND, SEVEN HUNDRED NINETY-FIVE DOLLARS AND EIGHTY CENTS-----

(\$45,795.80)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. No. 5733-1976: Oxford Impact ~~xxxxxxx~~ Area Year II - Improve and repair

curbs, sidewalks, and catch basins in an area being bounded by the south side

of McKee Street on the north, Oliver Street on the west, north side of Colerick

Street on the south, and Holton Avenue on the east.-----

----- according to certain plans and specifications, and

also warranting and guaranteeing the work, ^{for a period of three years} material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

-----HIPSKIND ASPHALT CORPORATION-----

shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 10 day of Dec 76

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Pres (SEAL)

Approved this 27 day of December, 1976

Earl P. Ma

Max J. Swift

Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terence J. Ward

LIABILITY BOND

Known All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and-----

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of-----

-----FORTY FIVE THOUSAND, SEVEN HUNDRED NINETY-FIVE DOLLARS AND EIGHTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 45,795.80)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this-----10-----day of-----Dec 76-----

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: *David L. Hipkind* (SEAL)

ITS: *Bres* (SEAL)

(SEAL)

Approved this-----27-----day of-----December, 1976-----

Earl J. Patton

May 9 1974

Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: *Turron J. Ward*
(Attorney-in-Fact)

COMPLETED IN STREET ENGINEERING DEPARTMENT

DECEMBER 3, 1976



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of Attorney may be restricted, to be in such instance specified in such Power of Attorney.

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 1971

TRINITY UNIVERSAL INSURANCE COMPANY

Attest:
C. Templeton

C. Templeton, Secretary Title

(SEAL)

State of Texas
County of Dallas SS:

By *Frank M. Wilmer*
Title Frank M. Wilmer, Vice President

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 1971

(SEAL)

My commission expires June 1, 1973

C. E. Cason, Notary Public

C. E. Cason

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this 9th day of December, 1976.

(Seal)

C. Templeton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Hipkind Asphalt Corp.- Res. 5733-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Contract with Hipkind Asphalt Corporation in amount of\$45,795.80 provides for repair of curbs, sidewalks and catch basins in theOxford Impact Area II bounded by McKee Street, Oliver Street, Colerick Street and
Holton Avenue.This was the low of seven bids received.(SEE TABULATION ATTACHED)EFFECT OF PASSAGE Allow for improvements in Community Development area at no cost
to the property owners.EFFECT OF NON-PASSAGE Inability to provide improvements at lowest bidMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Total cost to be paid by
Community Development & Planning from their allocated fund - \$45,795.80ASSIGNED TO COMMITTEE Moses - Public Works